

1 UNITED STATES BANKRUPTCY COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 (SAN JOSE DIVISION)  
4

5 In re:

6 JAMES MADISON KELLEY,

Case No. 08-55305

7 Chapter 11

8 San Jose, California  
9 December 4, 2014  
4:20 p.m.

Debtor.

10 \_\_\_\_\_/  
11 JAMES MADISON KELLEY,

12 Plaintiff,

13 v.

A.P. No. 10-5245

14 JP MORGAN CHASE BANK, N.A.,

15 Defendant.  
16 \_\_\_\_\_/

TRANSCRIPT OF PROCEEDINGS

- 17 a) MOTION TO COMPEL JP MORGAN CHASE BANK, N.A. TO  
PRODUCE DOCUMENTS FILED BY JAMES KELLEY  
18 b) OPPOSITION BY JP MORGAN CHASE BANK, N.A.

19 BEFORE THE HONORABLE ARTHUR S. WEISSBRODT  
20 UNITED STATES BANKRUPTCY JUDGE

21 APPEARANCES:

22 For JP Morgan Chase:

ALVARADO SMITH APC  
BY: S. CHRISTOPHER YOO, ESQ.  
23 1 MacArthur Place #200  
24 Santa Ana, California 92707

(APPEARING TELEPHONICALLY)  
25

1 APPEARANCES (CONTINUED) :

2 Debtor/Plaintiff, JAMES MADISON KELLEY  
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## P R O C E E D I N G S

December 4, 2014

4:20 p.m.

-oOo-

THE COURT: Okay. Kelley.

MR. YOO: Christopher Yoo. Last name is spelled  
Y-o-o, appearing for JP Morgan Chase Bank, N.A.

MR. KELLEY: James Kelly, Plaintiff.

THE COURT: Yes. Why don't you sit down Mr.  
Kelley. So the Court has issued a tentative decision, and  
if anybody wants to be heard with respect to the tentative  
decision, take a few minutes and respond.

MR. KELLEY: I'd like to respond, just to clarify  
a few things. Okay. I guess the first item is the things  
on the first page referring to internal accounting code.  
I'm in particular interested in 030 because that's the  
original funder of the loan, and I believe that these codes  
are relevant to the contract and validity claim, part of  
which is the inability to identify the lender. And we know  
that Washington Mutual Bank, F.A. did not exist in 2007 as  
a corporation of any type. It ceased to exist in April of  
2005. So the name on the first loan is kind of a  
fictitious name, and that's why I'm asking for that  
information.

Also, Crystal Davis --

THE COURT: Wait, wait, wait. I just want to make

1 sure I understand what you're talking about.

2 MR. KELLEY: Okay. It would be line 25.

3 THE COURT: So there are 49 document requests at  
4 issue. Which number is this?

5 MR. KELLEY: Oh, I didn't bring the actual number.

6 THE COURT: Well, I need that because that's the  
7 way I have it.

8 MR. KELLEY: I'm sorry. I don't have it with me.

9 THE COURT: You don't have your requests?

10 MR. KELLEY: No, and that's my error.

11 THE COURT: Well, I can't function without it. I  
12 don't know what you're talking about.

13 MR. YOO: Your Honor, this is Christopher Yoo for  
14 Chase. I have the requests as well as the responses and  
15 whenever Mr. Kelley is done, I'd like to be heard.

16 THE COURT: Yeah, of course. But I don't know  
17 what he's talking about.

18 MR. YOO: I understand that, Your Honor.

19 THE COURT: Do you know which number it is?

20 MR. YOO: Hold on for a second.

21 (Pause.)

22 I don't, Your Honor.

23 THE COURT: Mr. Kelley, I can't --

24 MR. YOO: I would have to read the entire 49  
25 requests all over again.

1 THE COURT: Yeah, I'd have to read all 49. I  
2 don't know what you're talking about.

3 MR. KELLEY: I'm sorry. This has come up before,  
4 but I don't have the specific --

5 THE COURT: I don't have a memory of these  
6 numbers. I can't look at it. I don't know what you're  
7 talking about.

8 MR. KELLEY: Well, I remember the investor I.D.  
9 numbers, and that's what we're talking about, so those  
10 forms are actually the investor I.D. numbers, and I was  
11 just --

12 THE COURT: And I don't think you have a right to  
13 find out who the investors are.

14 MR. KELLEY: Well, I think the initial --

15 MR. YOO: Your Honor?

16 MR. KELLEY: -- the initial investor, 030, is the  
17 one that funded the loan, and so that is the one that's  
18 most important. The other ones we can show through other  
19 evidence, A01 and A11 (could be 801 and 811), that those  
20 are private investor I.D.'s. So --

21 THE COURT: What did you want to say, Mr. Yoo?

22 MR. YOO: Your Honor, this is Christopher Yoo  
23 again for -- I think we've gone through this issue over and  
24 over and over again at prior hearings. It's very simple.  
25 The subject loan was made by Washington Mutual Bank, and

1 when Washington Mutual Bank was closed in September of  
2 2008, the FDIC sold the subject loan to JP Morgan Chase  
3 Bank. There's no private investor. The loan was  
4 originated by Washington Mutual, and the loan was sold to  
5 Chase. The subject loan was never ever securitized. At  
6 one point, before the loan was sold to Chase by the FDIC,  
7 it was pledged as collateral for Federal Home Loan, and  
8 that pledging -- the subject loan was removed from the  
9 pledging prior to the sale of the loan or assignment of the  
10 loan to Chase.

11 So all this information about investor codes,  
12 none of that is rally relevant. It's simple. The loan was  
13 made by Washington Mutual; then it was sold to Chase. End  
14 of story. We showed him the original note and the deed of  
15 trust for both the first loan and the second heloc to Mr.  
16 Kelley and to his purported expert, who's been withdrawn.  
17 If Chase is not the lender of the loan, it would not have  
18 in its possession the original note and the deed of trust.

19 MR. KELLEY: May I respond?

20 THE COURT: Sure.

21 MR. KELLEY: Okay. First of all, the fact that  
22 the loan was pledged to the Federal Home Loan Bank from  
23 September through December of 2007 does not mean that Chase  
24 owned the loan or that Washington Mutual owned the loan,  
25 and in fact, the records show that the loan was sold on

1 December 17<sup>th</sup>, with a transaction date effective January 1<sup>st</sup>  
2 of 2008. It was sold. And it's right in the records which  
3 you produced on discovery. So your interpretation of the  
4 effect of pledging is not correct.

5           The other thing is that the heloc -- there is no  
6 information on the heloc. It wasn't pledged as far as we  
7 know, and the only document I have that shows who owned the  
8 heloc loan has the name Washington Mutual, Inc. on it, and  
9 Washington Mutual, Inc. is not a bank; it was a holding  
10 company.

11           Okay. So those investor I.D.'s, 030, is  
12 apparently the original lender, and that's why I wanted the  
13 information. I want to know who it is. Maybe the other  
14 ones don't matter so much, but in addition, we have other  
15 evidence in the case; it's on file, that shows that the  
16 receiver paid \$436,000 -- took a \$436,000 loss in this  
17 loan, and this \$436,000 is probably not insurance; it's a  
18 guaranty. You know, it's a guarantor reimbursement to the  
19 people who purchased the loan effective January 1<sup>st</sup>, 2008,  
20 and those people -- I have other information indicating  
21 that those people are probably -- were European investors  
22 because Washington Mutual sold three and a half to four  
23 billion dollars of loans in the fourth quarter of 2007.  
24 And so -- they were trying to raise money, and they sold  
25 everything they could. They sold them to overseas, to

1 foreign investors, including Saudi Arabia, and I think that  
2 what Mr. Yoo has been saying is just completely wrong.

3 I had a couple of other -- just a couple of other  
4 little items. Yeah, and so the documents that Chase has  
5 produced show that the loan was two backdated loan  
6 transfers jumping from the end of 2008 back to March of  
7 2008, and another one jumping from August of 2009 back to  
8 March of 2008, and that can only be for the purposes of  
9 creating the fiction that Washington Mutual Bank held the  
10 loan at the time of the receivership. There's no other  
11 proof. There's no inventory of loans; there's no records  
12 of assignments; there's nothing there. So I just want to  
13 make that clear. So I was seeking information on that.  
14 I'm not asking for 2,000 more pages of the same stuff, but  
15 just, you know, who are these people.

16 And Mr. Yoo, I believe, mentioned that how could  
17 Chase have the note. Well, you know, of course that's a  
18 contested item in this case. The note -- you know, the  
19 evidence we have is the note is counterfeit, and there's a  
20 lot of evidence that Washington Mutual Bank destroyed a lot  
21 of the notes, but Chase has the servicing records because  
22 they bought the servicing business, so they would have  
23 access to the digital images of all of their loan  
24 origination files which had been scanned by ACS Image  
25 Solutions in Texas for them, under contract to Washington



1 Mutual, Inc., not Washington Mutual Bank. So I just want  
2 to make sure that the Court understands that the heloc, as  
3 far as I know, was never pledged, just that one, the big  
4 loan was pledged for about four months, and that's it. And  
5 so it doesn't prove anything other than that it was pledged  
6 and then the other records show that it was sold on  
7 December 17<sup>th</sup> in a transaction effective January 1<sup>st</sup>, and  
8 that's why I'm asking for the original investor  
9 information. And I'm just trying to clear that up.

10 THE COURT: Okay. I've looked at No. 32, and this  
11 says "Business records specifying the business entity  
12 corresponding to 030-106 as per JPM002035." Is that what  
13 you're referencing?

14 MR. KELLEY: Yes.

15 THE COURT: All right. I'll give it to you. Just  
16 business records sufficient to specify the business entity  
17 corresponding to 030-106 as per JPM002035, not every record  
18 that ever refers to any of that, just business records  
19 sufficient to specify the business entity.

20 MR. KELLEY: Oh, that's fine. I just --

21 THE COURT: I just did it. It's done.

22 MR. KELLEY: Oh, okay. Thank you.

23 THE COURT: Okay. So with that, the decision is  
24 final, and --

25 MR. YOO: Your Honor, may I be heard?

1 THE COURT: Yes, of course. You had asked that; I  
2 should have let you speak.

3 MR. YOO: Your Honor, let me just deal with your  
4 tentative ruling or request for --

5 THE COURT: I can't hear you, Mr. Yoo. You  
6 apparently have walked away from your mic too much.

7 MR. YOO: The head phone is right next to my  
8 mouth.

9 THE COURT: Well, you should have it --

10 MR. YOO: Let me repeat again.

11 THE COURT: Yeah, okay.

12 MR. YOO: The Request No. 1 states: "Business  
13 records showing that Chase continues to be the servicer of  
14 the two loans at issue," and you are granting it. Your  
15 Honor, Chase -- both of the proponents, the person most  
16 knowledgeable, you know, as Ms. Crystal Davis testified --

17 THE COURT: Sir, sir, please talk a little slower  
18 and a little louder.

19 MR. YOO: Okay. Let me speak a little louder.  
20 Can you hear me, Your Honor?

21 THE COURT: Are you on a headset? Are you on a  
22 regular land --

23 MR. YOO: I'm on a regular line with the handle  
24 next to my mouth.

25 THE COURT: Okay. Well now I can hear you well.

1           MR. YOO: Okay. Let me start over again. The  
2 Request No. 1, you granted it. You're in essence asking  
3 Chase to prove that it is the current servicer. Even Mr.  
4 Kelley acknowledges that Chase was the servicer. Until the  
5 servicer changes, I don't understand how Chase can provide  
6 the -- you know, absent a declaration that it still is the  
7 servicer, to prove that it is the servicer. If there was a  
8 change of servicership, then the new servicer, you know,  
9 would inform Mr. Kelley that another entity is the  
10 servicer. In this case, there's no other documentation  
11 because Chase acquired the subject loans pursuant to the  
12 purchase and assumption agreement. I don't know what other  
13 document which has been --

14           THE COURT: Wait a minute. Mr. Yoo, Mr. Yoo, are  
15 you telling me there's not a single document where Chase  
16 identifies itself as the servicer?

17           MR. YOO: Your Honor, we filed the entire  
18 servicing file to Mr. Kelley already, so besides what's  
19 already been produced -- in essence, we produced over 2,000  
20 documents. I don't know what particular single document  
21 that we can additionally produce to show that Chase is the  
22 servicer.

23           THE COURT: Does the servicer communicate with  
24 respect to this loan? Was there, for example, a letter  
25 written in the last six months or so from the servicer

1 saying, "we as the servicer..."?

2 MR. YOO: Ever since this case has been litigated  
3 in 2010, there's a litigation code on it, but Chase doesn't  
4 communicate directly with Mr. Kelley, with the exception of  
5 maybe monthly, you know, certain statements that he may  
6 receive. But Mr. Kelley must have --

7 THE COURT: Well, wait. Stop. Stop. Stop. Is  
8 there a statement that they send Mr. Kelley that identifies  
9 them as the servicer on the loan?

10 MR. YOO: I don't know, Your Honor, whether such a  
11 document specifically says that Chase is the servicer, but  
12 there's nothing -- Mr. Kelley --

13 THE COURT: Okay. So you have two choices, Mr.  
14 Yoo. It's easy; it's not hard. I'm not going to make this  
15 hard for you. If there is such a document that identifies  
16 Chase as the servicer, provide it, and if not, provide a  
17 declaration from a competent person identifying Chase as  
18 the servicer for both loans currently. I don't want to  
19 make this hard. I want to make it easy.

20 MR. YOO: It's just frustrating on my part because  
21 it seems like we've been through this over and over again,  
22 and yet --

23 THE COURT: I've taken 49 requests, and I've  
24 granted a few, and you'll take care of these, and that will  
25 take care of it, Mr. Yoo.

1           MR. YOO: Your Honor, I have a sneaking suspicion  
2 this is not the end of this. But let me go to No. 14.  
3 "Business records specifying the original owner  
4 conditions." Your decision states that "The Court  
5 interprets this request to be limited to documents to  
6 identify the original owner of the loan." Your Honor, we  
7 produced the originating file. I don't know what more we  
8 can produce. We filed the originating file. We showed to  
9 Mr. Kelley the original note and deed of trust which  
10 identified Washington Mutual Bank as the original owner of  
11 the loan. I don't know what more we can show than what's  
12 already been produced.

13           THE COURT: I understand. Mr. Kelley, what else  
14 could they possibly do if you got the original loan file?

15           MR. KELLEY: Well, the information that they gave  
16 me in that loan file doesn't establish that Chase is --

17           THE COURT: No, that WAMU was the original owner  
18 of the loan.

19           MR. KELLEY: Well, actually, the problem is, is  
20 that the main loan, the big loan, was in the name of  
21 Washington Mutual Bank, F.A., which didn't exist. And so  
22 what was it? Was that a proxy for Washington Mutual, Inc.?  
23 It may have been, but it wasn't a proxy for Washington  
24 Mutual Bank. If Washington Mutual Bank was going to make a  
25 loan, they just put their name on it. But that's not what

1 the name on the loan is. It's Washington Mutual Bank, F.A.

2 THE COURT: Which doesn't exist, which didn't  
3 exist.

4 MR. KELLEY: Which does not exist and --

5 THE COURT: So Mr. Yoo, could you please respond  
6 to that?

7 MR. YOO: That's a different question than what,  
8 you know, what was granted. What was requested was the  
9 original -- who the original lender was. We produced a  
10 copy of the origination file. I don't know what more --

11 THE COURT: Wait. Mr. Yoo, answer Mr. Kelley's  
12 point, please.

13 MR. YOO: Washington Mutual Bank, F.A. was just a,  
14 you know, was a -- it's my understanding -- was a  
15 predecessor to Washington Mutual Bank, Henderson, Nevada.  
16 I don't know what he's asking.

17 THE COURT: Well, I do. He's saying Washington  
18 Mutual Bank, F.A. was not a bank and did not exist and  
19 couldn't have originated the loan, and so he wants to know  
20 who originated the loan, if it wasn't Washington Mutual  
21 Bank, F.A. If Washington Mutual Bank, F.A. wasn't a bank,  
22 and was just a name that was used, then it was a name used  
23 for somebody else, and he wants to know who it was. Look,  
24 it's not hard. You just have to answer it, Mr. Yoo. And  
25 if Washington Mutual Bank, F.A. was a bank, then you say,

1 Washington Mutual Bank, F.A. originated the loan and Mr.  
2 Kelley is wrong; they were a bank.

3 MR. YOO: Your Honor, this is something that Mr.  
4 Kelley is stating today. That's not what the request No.  
5 14. The Request No. 14 states --

6 THE COURT: Well, we'll interpret it that way. We  
7 want to make it straightforward and simple, Mr. Yoo. We'll  
8 interpret it that way.

9 MR. YOO: All right.

10 THE COURT: Next?

11 MR. YOO: Request No. 17 states: "A copy of the  
12 FFIEC right as specified as JPM2000." FFIEC stands for  
13 Federal Financial Institution Examination Council. That's  
14 what FFIEC stands for. In essence, it's a federal agency  
15 that's set up to determine uniform principles of  
16 supervising financial institutions. I don't understand how  
17 that's possibly relevant to the subject matter of this  
18 litigation?

19 THE COURT: How is it relevant, Mr. Kelley?

20 MR. KELLEY: Well, I believe it is relevant,  
21 because the FFIEC monitors foreign money, you know, foreign  
22 investors basically, money going to foreign investors. So  
23 I believe that the FFIEC report rule is auditing some  
24 transfer of money overseas, and that goes and proves my --  
25 goes to prove the fact that the loan was sold to foreign

1 investors.

2 THE COURT: There's nothing confidential about it.  
3 It's of marginal relevance, but you should provide it. If  
4 you have it, you provide it. I'm going to interrupt, and I  
5 want to take care of the Melcher matter. Is everybody on  
6 call and live, including Ms. Melcher. She's on listen  
7 only. Brook?

8 (Whereupon, extraneous matters are heard, and this  
9 matter is recalled at 4:41 p.m.)

10 THE COURT: Back to Kelley. Mr. Kelley, your  
11 appearance again.

12 MR. KELLEY: James Kelley.

13 THE COURT: Mr. Yoo?

14 MR. YOO: Christopher Yoo, the last name is  
15 spelled Y-o-o.

16 THE COURT: Thank you. All right. So just  
17 provide that. Now, do you want to talk -- you seem to want  
18 to talk about every single one of these, Mr. Yoo, although  
19 I've given him about five or six documents. What do you  
20 want to --

21 MR. YOO: Your Honor, I'm just -- I'm just  
22 frustrated because Request No. 18 --

23 THE COURT: I understand you're frustrated, but we  
24 could make this much simpler because there are only a few  
25 documents out of 49 categories of documents that he asked



1 for.

2 MR. YOO: Those documents are in essence asking  
3 for the same documents that, you know, that's been  
4 testified to under oath and that's been produced already.  
5 Request No. 18 identifies or requests business records  
6 showing when the X99 pool was created. X99 is a code word  
7 for Chase. So, you know, two employees and representatives  
8 of Chase have testified that the subject loan is owned by  
9 Chase, and then testified that X99 is a code, investor  
10 code, for Chase. I don't know what additional information  
11 or documentation is needed.

12 THE COURT: So what are you talking about?

13 MR. KELLEY: Well, first of all, X99 according to  
14 their own documents refers to what they call the WAMU Loan  
15 Portfolio.

16 THE COURT: But what do you want? You want to  
17 know a date. You want to know when something was created.  
18 Well, you certainly don't want to know when Chase was  
19 created. What do you want to know?

20 MR. KELLEY: No, no, no. I just want to know when  
21 they created -- I just wanted to know --

22 THE COURT: Mr. Kelley, what do you want to know  
23 exactly?

24 MR. KELLEY: I want to know when the X99 was  
25 created.

1 THE COURT: But X99 is a code word for Chase.  
2 They just told you that.

3 MR. KELLEY: No, but it's not. It's a code name  
4 for WAMU Loan Portfolio, and --

5 THE COURT: You want to know when the WAMU Loan  
6 Portfolio was created?

7 MR. KELLEY: Well, I'm just correlating the  
8 evidence that I've seen, and what I've seen --

9 MR. YOO: Your Honor, the subject loan was never  
10 securitized.

11 MR. KELLEY: That's irrelevant. The loan could  
12 have been --

13 THE COURT: I don't know what you're -- you're not  
14 making sense. What exactly do you want?

15 MR. KELLEY: I just asked for when the X99  
16 designation was --

17 THE COURT: We're going in circles.

18 MR. KELLEY: -- created. I mean what they --

19 THE COURT: You didn't ask when the X99  
20 designation was created? You asked --

21 MR. KELLEY: Well, that's a lender I.D., and I  
22 just wanted to know when they created it, when Chase  
23 created it, because before it was created, there was  
24 nothing in there. It didn't exist, and then I asked for  
25 what categories of loans that they were going to put in the

1 X99 loan portfolio.

2 THE COURT: I don't understand what you're saying.  
3 You don't have to respond to Request 18. I don't  
4 understand what Mr. Kelly is saying. Do you have a problem  
5 with 46?

6 MR. YOO: Let me -- yes, Your Honor. Let me  
7 repeat 46. "Business transaction records for each transfer  
8 of the deed of trust for the first loan between July 26,  
9 2007 and the present. You know, we've declared under oath  
10 in our discovery response that Chase is the present owner  
11 of the loan. The subject deed of trust was executed and  
12 made in 2007, and there is no assignment of deed of trust  
13 to Chase because the purchase and assumption agreement  
14 between the FDIC and Chase indicates that all loans of  
15 Washington Mutual Bank were sold to Chase. We've already  
16 produced the purchase and assumption agreement. In  
17 essence, we've provided response to this request before. I  
18 don't know what more we can produce.

19 MR. KELLEY: This isn't true. There is no  
20 inventory of loans showing that Chase was sold any loan by  
21 the receiver. There's no record of that.

22 MR. YOO: He's simply --

23 MR. KELLEY: It's just a bare assertion without  
24 any factual support, and in fact, there's no evidence that  
25 any money was paid for any loans by Chase that they could

1 have gotten from the receiver. And there's also good  
2 evidence that the loan portfolio which the reason that  
3 there is no inventory of loans is because the loan  
4 portfolio, the WAMU loan portfolio, was actually owned by  
5 Washington Mutual, Inc., the parent holding company, not  
6 Washington Mutual Bank. And that's why there's no list of  
7 loans, inventory of loans in the purchase and assumption  
8 agreement. So they paid for nothing because there was  
9 nothing there. I mean Washington Mutual, Inc. had it.

10 MR. YOO: Your Honor, he's simply disagreeing with  
11 what, you know, the contention of Chase. In essence, he's  
12 asking us to prove the negative, in essence. He's asking  
13 us to prove the negative of what's already been produced.

14 THE COURT: So tell me again what you think the  
15 fact is with respect to -- are you saying there would be no  
16 transfer of the deed of trust for the first loan between  
17 July 26<sup>th</sup>, 2007 and the present? There is no such document?

18 MR. YOO: There is, Your Honor. That's been  
19 produced. The subject deed of trust was made in favor of  
20 Washington Mutual Bank. All loans and loan commitments of  
21 Washington Mutual Bank were sold via FDIC to Chase pursuant  
22 to an agreement entitled "Purchase and Assumption Agreement  
23 Between FDIC and Chase" dated September 25<sup>th</sup>, 2008. That  
24 document shows that all loans owned by Washington Mutual  
25 Bank were sold to Chase, and we've already produced that.

1 THE COURT: Okay. Okay.

2 MR. YOO: There's nothing more.

3 THE COURT: So Mr. Yoo -- Mr. Yoo, there is no  
4 other document other than the one you've produced that  
5 would show a transfer of the deed of trust for the first  
6 loan between July 26<sup>th</sup>, 2007 and the present.

7 MR. YOO: Yes, Your Honor.

8 THE COURT: You're making the representation in  
9 court that there is no such document.

10 MR. YOO: That's right, Your Honor.

11 THE COURT: That's fine. Put it in writing.

12 MR. YOO: And all documents --

13 THE COURT: Wait. Be quiet. Put it in writing.  
14 Put it in writing in declaration form. There is no such  
15 document other than the one document that we've produced.  
16 Identify it and be done with it.

17 MR. KELLEY: I'd just like to comment on a couple  
18 things. First of all, he keeps saying that the loan was  
19 made by Washington Mutual Bank, but Washington Mutual  
20 Bank's name is not on that loan. It's not on the deed of  
21 trust. It's Washington Mutual Bank, F.A., which didn't  
22 exist.

23 THE COURT: Well, we've talked about that.

24 MR. KELLEY: Yes. So I'll just leave it at that.

25 MR. YOO: We're going to prove -- yeah.

1           MR. KELLY: We've talked about it. Thank you.  
2 We've resolved all issues, but Mr. Yoo, you have to do what  
3 I said with no fudging, and you can prepare a form of order  
4 on this.

5           MR. YOO: I will prepare it, Your Honor.

6           THE COURT: All right. But make sure you do what  
7 I said and no fudging. I'm not saying you would, but I  
8 want to make sure this is very, very clean and clear.

9           MR. YOO: Your Honor, we've gone beyond --

10          THE COURT: I'm not asking you to go back. I want  
11 you to do exactly what I've said pursuant to today's  
12 hearing. Thank you. Court is adjourned.

13          MR. KELLEY: Thank you, Judge.

14          (Whereupon, the proceedings are concluded at 4:48  
15 p.m.)

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CERTIFICATE OF TRANSCRIBER

I certify that the foregoing is a correct transcript from the digital sound recording of the proceedings in the above-entitled matter.

DATED: January 16, 2015

By:       /s/ Jo McCall